

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

MCCANN INDUSTRIES, INC.¹

Employer

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 673, AFL-CIO

Petitioner

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO

Intervenor

Case 13-RC-20640

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board; hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record² in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.³

3. The labor organization(s) involved claim(s) to represent certain employees of the Employer.³

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:⁵

All full time drivers and warehousemen employed by the Employer at its facilities currently located in Addison, Chicago, Crestwood, Joliet, Wauconda, and Wheeling in Illinois; but excluding all mechanics, clerical employees, sales employees, managers, guards, and supervisors as defined in the Act.

DIRECTION OF ELECTION*

An election by secret ballot shall be conducted by the undersigned among the employees in the unit(s) found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit(s) who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility

period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by International Brotherhood of Teamsters, Local 673, AFL-CIO.

LIST OF VOTERS

In order to insure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of the full names of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359, fn. 17 (1994). Accordingly, it is hereby directed that within 7 days of the date of this Decision 2 copies of an election eligibility list, containing the full names and addresses of all of the eligible voters, shall be filed by the Employer with the undersigned Regional Director who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in **Suite 800, 200 West Adams Street, Chicago, Illinois 60606** on or before **September 25, 2001**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the **Executive Secretary, Franklin Court Building, 1099-14th Street, N.W., Washington, D.C. 20570**. This request must be received by the Board in Washington by **October 2, 2001**.

DATED September 18, 2001 at Chicago, Illinois.

/s/ Elizabeth Kinney
Regional Director, Region 13

*/ The National Labor Relations Board provides the following rule with respect to the posting of election notices:

(a) Employers shall post copies of the Board's official Notice of Election in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. In elections involving mail ballots, the election shall be deemed to have commenced the day the ballots are deposited by the Regional Director in the mail. In all cases, the notices shall remain posted until the end of the election.

(b) The term "working day" shall mean an entire 24-hour period excluding Saturdays, Sundays, and holidays.

(c) A party shall be estopped from objection to nonposting of notices if it is responsible for the nonposting. An employer shall be conclusively deemed to have received copies of the election notice for posting unless it notifies the Regional Director at least 5 working days prior to the commencement of the election that it has not received copies of the election notice.

1/ The names of the parties appear as amended at the hearing.

2/ The arguments advanced by the parties at the hearing and their briefs have been carefully considered.

3/ The Employer is a corporation engaged in the sales, service, and rental of construction equipment, supplies, tools, and parts.

4/ Since May 1998, the Intervenor, Local 150 of the International Union of Operating Engineers ("Local 150") has represented the mechanics and yardmen at McCann's Bolingbrook, Wheeling, and Schererville facilities. There are presently nine heavy mechanics and two yardmen at the Bolingbrook facility; four heavy mechanics and one yardman at the Schererville facility; and four heavy mechanics at the Wheeling facility. When McCann subsequently acquired a facility in McHenry, the heavy mechanics at that facility were added to the existing unit represented by Local 150 as an accretion. There are presently three heavy mechanics at the McHenry for a combined total of about 23 heavy mechanics and yardmen in the unit represented by Local 150. The mechanics encompassed by the instant petition are the Employer's five light mechanics employed at the Employer's Addison, Illinois facility, and they are the only mechanics employed in the Employer's Chicago area facilities not represented by Local 150. The record shows that the Employer plans to move the Addison light duty mechanics and/or their work to its Bolingbrook facility and integrate that work into that facility. The Employer and Intervenor agree that once mechanics from Addison transfer to Bolingbrook, those mechanics will be included as part of the Local 150 bargaining unit and the parties have begun negotiating wages and terms and conditions for these mechanics, although nothing has yet been memorialized in writing. Neither the Employer nor Local 150 has contended herein that there is a recognition bar herein with regard to the light mechanics.

At the hearing International Union of Operating Engineers, Local 150, AFL-CIO (herein Intervenor or Local 150) was permitted to intervene in this proceeding based upon its interest in representing the petitioned for light duty mechanics upon their move to the Bolingbrook facility and upon its collective bargaining agreement with the Employer covering heavy equipment mechanics and yard employees at four of the Employer's other facilities engaged in servicing and renting heavy construction equipment.

5/ The Petitioner seeks to represent a unit of all full time drivers and mechanics located at the Employer's facility in Addison, Illinois. In addition to the five light mechanics there are five drivers employed in the unit sought by the Petitioner. The Employer contends that the unit sought by the Petitioner is not an appropriate unit for collective bargaining. The Employer asserts that "in light of the substantial functional intergration (sic) and community of interests between the drivers and warehousemen, the lack of interests between the drivers and mechanics, and the close intergration and centralized control of all [its] facilities, the smallest appropriate unit is one that includes all drivers and warehousemen in all of [its] Chicago-area facilities". The Intervenor contends that the inclusion of the Addison light duty mechanics in the petitioned for unit is inappropriate in light of a planned move of the Addison light duty mechanics to the

Employer's Bolingbrook facility and because there is an insufficient community of interest between the mechanics and drivers which the Petitioner seeks to combine into a unit. The record shows that there are a total of 13 drivers and 11 warehousemen employed at the Employer's Chicago area facilities, of which five drivers and seven warehousemen work out of the Addison facility.

FACTS

The Employer, McCann Industries, Inc. ("McCann"), sells, rents, and services construction equipment, supplies, tools, and parts. McCann's Illinois facilities are located in Addison, Bolingbrook, Chicago, Crestwood, Joliet, McHenry, Wauconda, and Wheeling. It also has a facility located in Schererville, Indiana. McCann's corporate headquarters is located in Addison, Illinois.

Prior to 2000, McCann operated as two separate companies with a majority single owner: McCann Power and Equipment Company ("Power") and McCann Construction Specialties ("Specialties"). Power was classified as a heavy equipment company engaged in the sale, rental and repair of heavy equipment. It had locations in Bolingbrook, Wheeling, McHenry, and Schererville. Specialties specialized in sale, rental, and repair of light equipment, materials, supplies, and tools with locations in Addison, Chicago, Crestwood, Joliet, and Wauconda. In January 2000, Specialties changed to McCann Industries and acquired all the stock of Power, at which time Power became a wholly owned subsidiary of McCann. This corporate reorganization was prompted by an industry trend of consolidating materials and supplies sales with construction equipment rentals and sales to create full-service facilities. McCann decided that such reorganization was necessary to remain competitive and economical in the market as well as increase revenue while reducing administrative overhead. As part of this ongoing corporate restructuring, McCann recently expanded its Bolingbrook facility by building 12,500 square feet of additional warehouse space and service bays. McCann plans to use this space to consolidate all rental operations in Bolingbrook as well as all the repair and service of light equipment. McCann's plans include transferring all light equipment mechanical work to its Bolingbrook facility within the next 30 to 90 days. To this end, McCann plans to transfer all of its light duty mechanics from Addison to Bolingbrook and/or hire additional mechanics in Bolingbrook to fulfill their needs. McCann has also posted a job notice for light equipment mechanics for its Bolingbrook facility since the beginning of August 2001. Mechanics currently at Addison will be offered the opportunity to transfer to Bolingbrook and those that choose not to transfer will be terminated. By the end of 2001, McCann will no longer employ any light mechanics at its Addison facility.

McCann's management and administration is conducted centrally from its headquarters located in Addison, Illinois. Dennis Kruepke, President and CEO of McCann, is responsible for the day to day operations of all McCann locations, including those that formerly operated as Power locations. Kruepke reports to Richard McCann, the Chairman and majority owner of McCann Industries. McCann's Chief Financial

Officer is Stan Hilty, who is responsible for the financial operations of both McCann and former Power locations. The Credit and Risk Manager (responsible for accounts receivable and insurance requirements of the company), the MIS Manager (responsible for the computer operations of the company), the Controller (responsible for bookkeeping and all accounts payable), and the Human Resources Manager, (responsible for the overall human resource functions of the company including payroll) all report to Hilty. The managers who report to Hilty carry out their duties for both McCann and its subsidiary Power.

The Operations Team at McCann is headed by Glen Hayward and J. Garrey. Hayward is responsible for the material and supply portion of the business and Garrey is responsible for the service and general operations of the facilities. Branch hours of operations are set by Hayward and branch managers cannot vary those hours on their own. Branch managers set employee start and stop times but Hayward has veto power over those times which are often dictated by the nature of McCann's business and the needs of its customers. Hayward communicates with all branches daily and works with the human resources manager to coordinate new hires at all branches. Hayward is involved with any disciplinary action taken against employees and is the individual who usually does the actual disciplinary write-ups. Hayward also coordinates and approves temporary transfers of employees from one branch to another to fill in for absent employees. Employees can also transfer permanently from one branch to another, although this does not occur very often.

Branch managers from all facilities, including the service manager from Addison, all report to Hayward. Branch managers are responsible for the general operations of each facility and employees at each branch report to their branch managers. As Addison serves as the Employer's headquarters and has more employees than other facilities, its operations vary slightly from operations at other facilities. Unlike other facilities, Addison's local management includes a Parts Manager, a Service Manager, and Branch Manager, who report individually to Hayward. The drivers and warehousemen report to Adam Taylor, the dispatcher and Jason Frymire, the warehouse supervisor, respectively, and the latter report to the Addison branch manager, Jim Horn. Drivers and warehousemen report to Horn when the dispatcher or the warehouse supervisor is absent from work. Mechanics at Addison are supervised by service foreman who reports to the service manager who, in turn, reports directly to Hayward and has no reporting relationship to the branch manager. The warehouse supervisor can either discipline or recommend discipline for a driver. Likewise, the dispatcher can also discipline or recommend discipline for a warehouseman. The mechanic foreman, however, does not have the authority to discipline or recommend the discipline of any drivers or warehousemen. However, all discipline disciplinary actions remain subject to review and approval by Hayward. Hayward testified that he normally does the write-ups for disciplinary actions.

As previously stated, all of McCann's administrative functions are centralized and carried out from its headquarters in Addison. First, McCann's computer operations are centralized and overseen by the MIS Manager. The intra-company system allows each of

the branches to communicate with each other through an e-mail system. This allows either a warehouse person, customer service sales representatives, or driver to check on the availability of a particular item at any of the branch facilities and have it transferred to another branch, if necessary. The computers also control and maintain all of McCann's invoicing, billing, customer records, and inventory records related to materials, supplies, and equipment at the facilities. Second, all of McCann's human resources duties are administered from the Addison headquarters. The HR director oversees the recruitment process, hiring, orientation of new employees, benefits administration, leaves of absence, and administers all company policies and personnel matters for all the facilities. The HR director also provides and administers an employee handbook which is applicable to all McCann employees, except for those employees currently represented by Local 150. For both internal and external applicants, the HR director receives job applications and coordinates the interviews. While branch managers may be involved in some of the interviews, Operations Manager Hayward ultimately makes the hiring decisions. McCann employees represented by Local 150 receive paychecks from McCann Power and Equipment Company, while the rest of McCann employees receive paychecks from McCann Industries. However, both sets of paychecks are processed by the HR department in Addison. In addition to these HR functions, McCann conducts an annual Employee Performance Review and evaluates the wages of all employees at approximately the same time of the year.

The mechanics at Addison currently spend the majority of their time maintaining the rental fleet that McCann has at that facility, with a very small amount of their time devoted to customer service. Light duty mechanics assemble some new equipment and repair McCann's rental and warranty equipment. They service rental equipment by performing maintenance functions such as oil changes. Light mechanics work overlaps with the heavy equipment mechanics' work when it comes to handling such equipment as skidster loaders, tractor/loader/backhoes, mini excavators, and trailers—equipment which are common to both light and heavy equipment operations. When mechanics begin a work order, they are required to clock in and clock out when they complete the order for record and billing purposes. Unlike drivers and warehousemen, all mechanics, including those currently represented by Local 150, are required to purchase the tools necessary to carry out their duties and the cost of these tools may exceed \$20,000. Mechanics do not drive any merchandise delivery vehicles, but they may drive service trucks, which are used solely for the purpose of repairing broken down equipment in the field. The mechanics at Addison work in a separate area, away from the drivers and warehousemen in the facility. Further, mechanics' pay range is significantly higher than those of drivers and warehousemen at McCann.

Truck drivers' primary purpose is to drive trucks and deliver construction equipment, materials, and supplies to job sites and customers. There are no geographical boundaries within which a driver from a particular branch location will deliver. Drivers deliver anywhere and everywhere. When McCann receives a customer order a search in the computer system is made to determine which branch location the customer is located closest to, and then attempt to fill and deliver the order from there. This process is not only most economical for the company, but also allows them to meet customer needs as

quickly as possible. Drivers may also drive to other branches to pick up parts and materials that were not available in stock at their own location, if necessary, and also make deliveries of materials and supplies from one facility to another. Drivers often load and unload their own trucks before and after delivery, but they may be assisted by the warehousemen or other drivers at their warehouse or at other facilities. Drivers also assist in the warehouse with loading and unloading material and inventory recording, as well as filling in for other drivers who are sick or on vacation. Drivers are required to have a Class A Commercial Driver's License (CDL) with drug card and hazardous material license. Drivers are also required to obtain a forklift operation certificate, although the company does not provide the training nor compensate drivers for these education or certification requirements.

Warehouse employees pick customer orders for the drivers and help load and unload drivers' vehicles. Their responsibilities include receiving, storing, and distributing materials, tools, equipment, and products in the warehouse. Warehousemen and drivers have always worked together to load and unload trucks, receive materials, and maintain inventory in the warehouses. If there is warehouse work available on Saturdays, drivers, if they desire, can work in the warehouse and preclude warehousemen from performing that work. Typically, business slows down in the construction industry in the winter and during the period from about December through March, McCann's revenue drops off about 75%. During this significant slowdown period, however, McCann does not lay off warehousemen or drivers. Instead, they may engage in special projects around the warehouse, such as changing the layout of the warehouse, housekeeping duties, or preparing for the upcoming season, in addition to making some deliveries.

Warehousemen and drivers wear the same uniform, consisting of a white shirt and blue pants, supplied by the Employer, whereas the mechanics wear different uniforms. Warehousemen and drivers also share the same locker room facility. Drivers may be scheduled to fill in as a warehouse person when necessary at their home branch, or fill in for warehouse employees if they return early from making deliveries. The record shows numerous recent temporary transfers and assignments drivers and warehousemen from their home location to other facilities to fill in for employees out sick or on vacation. Although warehouse employees are not required to hold any special licenses, those that have Class A CDLs can fill in as drivers. McCann does not provide or pay for CDL training. At McCann, there is a history of people moving from warehouseman to driver. Many employees who began their employment at McCann as warehousemen were promoted to drivers and later moved onto other positions such as branch managers.

ANALYSIS

At issue is: (1) whether the warehousemen are so functionally integrated with the classifications of employees that the Petitioner seeks to represent such that they must be included in any unit found appropriate; (2) whether the light duty mechanics at the Addison facility share a sufficient community with the drivers and possibly the warehousemen such that they may appropriately be included in a unit with them; (3) whether the Addison mechanics, in view of their impending move to the Bolingbrook

facility, should be included in any unit encompassed by the instant petition; and (4) whether a single or multiple location unit is appropriate.

The Act does not require that the petitioned-for bargaining unit be the *only* appropriate unit, or the *ultimate* unit, or even the *most* appropriate unit; the Act only requires that the petitioned-for unit be an appropriate one, such that employees are insured “the fullest freedom in exercising the rights guaranteed by this Act.” *Overnite Transportation Co.*, 322 NLRB 723 (1996); *Tallahassee Coca-Cola Bottling Co.*, 168 NLRB 1037 (1967); *Morand Beverage Co.*, 91 NLRB 409 (1950) enf’d. 190 F.2d 576 (7th Cir. 1951). Thus, it is well settled that there is more than one way in which employees of a given employer may appropriately be grouped for purposes of collective bargaining. *Rohtstein Corp.*, 233 NLRB 545, 547 (1977). The Board will pass only on the appropriateness of units that have been argued for, and the burden is on the party challenging the unit to show that the petitioned-for bargaining unit is inappropriate; if the unit sought by the petitioning labor organization is appropriate, the inquiry ends. *P.J. Dick Contracting, Inc.*, 290 NLRB 150, 151 (1988).

The Board has reasonably broad discretion in determining what constitutes an appropriate bargaining unit. *Kalamazoo Paper Box Corp.*, 136 NLRB 134,137 (1962). However, a major determinant in an appropriate unit finding is the community of interests of the employees involved. In *Kalamazoo*, the Board enumerated various factors to be considered in determining whether individuals have a community of interest with other employees, which includes: method of wages or compensation, hours of work, employment benefits, supervision, qualifications, training and skills, job functions, amount of contact with other employees, integration of work functions, and bargaining history.

Composition of Unit

Based upon the entire record herein, I find that the drivers and warehousemen are so functionally integrated and share such a significant community of interest that any unit including the drivers must also include the warehouse in order to constitute an appropriate unit for collective bargaining. I also find that it would not be appropriate to include the light mechanics currently employed at the Addison facility in a unit with the drivers and warehousemen in view of their imminent move to the Bolingbrook facility.

With regard to the community of interest between the drivers and the warehousemen, the record shows that the duties carried out by drivers are closely associated with the duties carried out by the warehousemen as well as the operations of the warehouse as a whole. Warehousemen and drivers often work together performing the same functions, and their duties and functions are often interchanged with warehousemen who hold CDL licenses performing driving functions and drivers performing warehousemen’s work. There is also a history of warehousemen progressing to the driver positions with the Employer. Drivers and warehousemen share the same facilities at the warehouse, including locker rooms, and are subject to many of the same terms and conditions of employment. With the exception of the Addison facility, where the drivers report to a dispatcher and then the Branch Manager, the drivers and

warehousemen are commonly supervised by their Branch Managers. In sum, the record demonstrates significant daily interaction between the drivers and warehousemen, a high degree of integration and interchange of job functions, and substantial similarities of working conditions such that any unit including the Employer's Chicago area drivers must also include the warehousemen. *E.H. Koester Bakery Co.*, 136 NLRB 1006 (1962).

With regard to the light mechanics currently employed at the Addison facility, I find that it would be inappropriate to include them in a unit with the drivers and warehousemen in view of their imminent move to the Bolingbrook facility, the potential integration of the light mechanics with heavy mechanics represented by Local 150, and the lack of a substantial community of interests with the drivers and warehousemen. The evidence and testimony presented at the hearing show that the anticipated move of mechanics out of the Addison facility is one that has long been in process and not one merely contemplated to deprive mechanics of the opportunity of a self-determined collective bargaining representative. The Employer has expanded its Bolingbrook facility by 12,500 square feet of additional space to accommodate the work that is currently being done by mechanics in Addison, and at the time of the hearing the expanded space was ready for occupancy. The Employer has posted light mechanics job openings for the expanded Bolingbrook facility and the record shows that by the end of the year all the light mechanics work will be moved to the Bolingbrook facility.

The records shows that the light mechanics at the Addison facility do not presently have a substantial community of interests with the drivers and warehousemen, and the move of the light mechanics to the Bolingbrook facility, with their potential integration with the heavy mechanics represented by Local 150, will substantially diminish any community of interests the light mechanic presently have with the drivers and warehousemen.

Thus, even without considering the impact of the move of the light mechanics to the Bolingbrook facility, the record shows that the light mechanics share few community of interest factors with the drivers and warehousemen. There is neither functional integration or any interchange between the mechanics at the Addison facility and the Employers' drivers and warehousemen. The Addison light mechanics perform distinct functions and have distinct skills from the Employer's drivers and warehousemen, whether from the Addison facility or other Chicago area facilities of the Employer. The mechanics are required to have certain maintenance and repair skills to carry out their job functions and are also required to supply their own tools necessary for their job. The Addison mechanics do not interchange any job functions with the drivers or the mechanics. The Addison mechanics report to a separate line of supervision than do the drivers and warehousemen. The record shows little daily contact between the mechanics and the Employers' drivers and warehousemen. The mechanics work out of a separate area of the warehouse, away from the drivers and warehousemen, and wear different uniforms. The mechanics earn the highest pay range compared to drivers and warehousemen. The Employer provides and pays for ongoing in-service training for mechanics through seminars and additional schooling, but does not provide any similar training opportunities for warehousemen or drivers. In short, the record shows no

compelling community of interests between the light mechanics and the Employer's drivers and warehousemen.ⁱ

The record further demonstrates that the move of the light mechanics to the Bolingbrook facility will diminish any community of interestst that the light mechanics have with the Employer's drivers and warehousemen and will impact the alignment of their community of interest in view of the potential integration of the light mechanics with the heavy mechanics at that facility. Obviously, the move of the light mechanics to the Bolingbrook facility will remove them from the Addison facility, negating their inclusion in the unit sought by the Petitioner based upon factors relating to the appropriateness of single facility units. Furthermore, with regard to the light mechanics community of interest to an overall unit of drivers and warehousemen at all of the Employer's Chicago area facilities, the light mechanics upon being move to the Boliongbrook facility will be working a facility where there presently are employed no drivers or warehousemen - diminishing what little contact they do have with the drivers and warehousemen. On the other hand, the light mechanics presently do share a community of interests with the heavy mechanics at the Bolingbrook facility, having similar skills, training, they perform similar job functions, and have an overlap in some of the equipment they work on. Without deciding whether the light mechanics will be integrated with the heavy mechanics to such an extent that they will constitute an accretion to the unit represented by Local 150, the move will to some degree increase the the community of interests between the light mechanics and the heavy mechanics. At the very least, there will be increased contact between the light mechanics and heavy mechanics by virtue of being in the same facility, with the possibility of a more complete integration regarding job functions and supervision.

In view of the foregoing circumstances, it is the opinion of the undersigned, that placing the Addison light mechanics in a unit with the Employer's drivers and warehousemen will potentially create a fragmented unit of employees whose community of interests are not aligned with other employees in the units. Furthermore, the inclusion of the light mechanics in a unit with the Employer's drivers and warehousemen, in view of their move to the Bolingbrook facility, will not be conducive to stability of the parties labor relations. Thus, if the Petitioner were certified as the representative of such a unit, it could begin collective bargain, only to be faced with UC petition based upon changed circumstances due to the move of the light mechanics or claim by Local 150 that the light mechanics come under the terms of its collective bargaining agreement with the Employer. Accordingly, I find it is inappropriate at this time to include the Addison light mechanics in a unit with the Employer's drivers and warehousemen.

ⁱ The Addison light mechanics do share a community of interest with the drivers and warehousemen based on the common terms and conditions of employment shared by all of the Employer's employees through the common employee manuel, common rules and policies, and the significant centralized control and administration exercised by the Employer's headquarters. The undersigned recognizes that, in absence of the imminent move of the light mechanics to a facility with a recognized unit of employees engaged in similar functions, such a community of interest is generally sufficient for an overall unit at either a single facility or, in some circumstances, at an overall multi-facility unit.

Scope of Unit

It is well established by the Board that “a single plant or store unit is presumptively appropriate unless it has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity.” *D&L Transportation, Inc.*, 324 NLRB 160 (1997), citing *J&L Plate*, 310 NLRB 429 (1993); *Dixie Belle Mills*, 139 NLRB 629, 631 (1962). This is a rebuttable presumption, however, and the Board has established factors to consider in determine whether or not the presumption has been rebutted. The Board considers factors such “prior bargaining history [if any], the geographical proximity to other facilities of the same employer, the degree of day-to-day managerial responsibility exercised by the branch facility management, the frequency of employee interchange, and whether the requested facility unit constitutes a homogeneous, identifiable, and distinct employee grouping.” *Centurion Auto Transport*, 329 NLRB No. 42, slip. op. at 7 (Sept. 30, 1999).

Based upon the entire record herein, I find that the Employer has presented sufficient evidence to rebut the single facility presumption, and I find that an appropriate unit in the instant case is one comprised of all full time drivers and warehousemen located at all of the Employer’s Chicago-area facilities. Currently, there are 13 drivers and 11 warehousemen employed at the following McCann facilities: Addison, Chicago, Crestwood, Joliet, Wauconda, and Wheeling in Illinois.

First, there is no prior bargaining history specifically regarding the drivers and warehousemen at any of the McCann facilities. However, a multi-facility bargaining history currently exists between the Employer and Local 150. Since May 1998, Local 150 has represented the mechanics at three of McCann’s facilities and a fourth facility (McHenry) was added to that bargaining unit by accretion when acquired by McCann. A bargaining unit of drivers and warehousemen from all McCann locations throughout the Chicago area would be consistent with the current existence of a multi-facility mechanics unit at McCann.

Second, I find that there is insufficient managerial autonomy at each branch facility to support a single facility unit. With the exception of Addison, all the branches are relatively small with two or three employees each. Accordingly, McCann’s central management, located at its headquarters in Addison, establishes and controls almost all operational and personnel issues related to the Chicago-area facilities. Kruepke is responsible for the daily operations of all facilities, including those that were formerly operated as McCann Power facilities. Hayward works closely with all the branches with respect to operating issues and works closely with human resources to determine staffing needs at all facilities. Although disciplinary actions may be taken or recommended by local management, they are subject to approval at the corporate level by Hayward, and for the most part Hayward writes up all the formal discipline. The record shows that local management does not have the authority to direct or approve temporary transfers of employees within different branches, but can only be done with Hayward’s approval. Further, all job applications, whether in-house or not, are all submitted to and processed by the corporate human resources office. The evidence presented at hearing show that

drivers at all McCann facilities receive the same benefits and are paid within the same pay range. They work similar hours, except as necessitated by customer needs and directed by Hayward. The same can also be said for the warehousemen at all McCann facilities. In short, I find that local management at each branch facility do not have the authority to make any decisions affecting the terms and conditions of its employees without the approval of the appropriate manager at the corporate offices.

Third, I find that there is substantial function integration among the various McCann facilities given the high frequency of employee interchange among the drivers and warehousemen. This finding is supported by the fact that there is no geographical boundaries that limit drivers of one facility from traveling to or near the vicinity of another facility. The record shows that various drivers and warehousemen from Addison are often sent to other branch locations to fill in for absent drivers for extended periods of time. Also, drivers have regular contact with drivers and warehousemen at other facilities as they frequently make deliveries to and from other locations. Petitioner's witness testified that in the relatively short time that he has been employed with McCann as a driver, he has gotten to know everybody at the other facilities while delivering goods to them and works with them closely to unload and load his truck.

Fourth, all of McCann's facilities are relatively close to each other, being within 10 to 40 miles of each other. Given this close proximity to one another, and considering that drivers have no geographical boundaries when it comes to their delivery routes and frequently make deliveries to and from other McCann facilities, I find that these factors support a multi-facility bargaining unit.

I find that the cases relied upon by the Petitioner on this issue do not require a different result from that reached herein. In *Montauk Bus Co.*, 324 NLRB 1128 (1997), *Rental Uniform Service, Inc.*, 330 NLRB No. 44 (Dec. 13, 1999), and *First Security Services Corp.*, 329 NLRB No. 25 (Sept. 27, 1999), single site bargaining units were sought by petitioners and the Board found that the employers in those cases had not rebutted the single facility presumption. However, I find that the results reached in these cases are distinguishable from the instant case. Specifically, in *Montauk Bus*, there was very little interchange of bus drivers from one terminal to another because routes were "more efficiently run by drivers who are familiar with their routes." *Montauk Bus*, 324 NLRB at 1135. In the instant case, there were no geographical boundaries on routes driven by McCann drivers and there was no evidence presented at hearing to suggest that drivers who filled in at other facilities were less efficient than when they made deliveries from their home branch. Moreover, in the recent several months, almost a third of the drivers and warehousemen from Addison were temporarily transferred to other facilities as substitutes for absent employees. In both *Rental Uniform Service* and *First Security*, the Board reached its decision based, in significant part, on the fact that there was no interchange or contact among employees of one site with those of another. In the instant case, there is not only interchange among employees, as discussed above, but contact with employees at other facilities on a regular basis. *First Security* is further distinguished on the basis that drivers and warehousemen at all McCann facilities were

subject to the same pay range, unlike the guards in *First Security* whose wages and hours differed at the site in question.

Accordingly, based on the foregoing and the record as a whole, I find that the smallest appropriate unit is a multi-facility unit comprised of drivers and warehousemen at all of the Employer's Chicago-area facilities, but excluding the light duty mechanics currently located in Addison. The unit found appropriate herein consists of approximately 24 employees.

There are approximately 23 employees in the unit found appropriate.

Unit – Multi-facility (8)
Unit – Other Scope/Definition (13)
440-3300